

**STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM**



**COLORADO**

**CONTRACTOR'S AGREEMENT  
DESIGN/BID/BUILD (D/B/B)  
(STATE FORM SC-6.21)**

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STATE AGENCY:	<u>Insert Department's or IHE's Full Legal Name</u>
DEPARTMENT ID:	<u>XXXX</u>
CONTRACT ID #:	<u>Insert CMS Number &amp; Encumbrance Number</u>
PROJECT #:	<u>Insert OSC Project Number</u>
PROJECT NAME:	<u>Insert Project Name as provided by the State Controller's Office</u>
VENDOR NAME:	<u>Insert Contractor's full Legal Name including "Inc.", "LLC" etc.</u>

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ATTACHMENT 1: The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement (SC-6.23)

**STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

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**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

\*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect. **Principal is not** a recognized title and will not be accepted.

Project Number/Name: Insert OSC Project Number followed by Project Name  
 CMS Contract ID No.: Insert CMS Number & Encumbrance Number

<p align="center"><b>CONTRACTOR</b>                  INSERT-Legal Name of Contractor</p> <hr/> <p align="center">By: Name &amp; Title of Person Signing for Contractor</p> <p align="center">Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b>                  Jared S. Polis, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr/> <p align="center">By: Name &amp; Title of Person Signing for Agency or IHE</p> <p align="center">Date: _____</p>
<p align="center"><b>DEPARTMENT OF PERSONNEL &amp; ADMINISTRATION</b>                  STATE BUILDINGS PROGRAM State Architect                  (or authorized delegate)</p> <hr/> <p align="center">By: Name &amp; Title of SBP Delegate</p> <p align="center">Date: _____</p>	
<p align="center">In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller (or an authorized delegate) or the Title of IHE CFO per the Fiscal Rules of the individual Institution of Higher Education</p> <p align="center"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p align="center">By: _____                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="center">Effective Date: _____</p>	

**STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT  
(STATE FORM SC-6.21)**

Department ID: Insert Dept. Code Contract ID #: Insert Contract ID Project #: insert Project #

**1. PARTIES.** THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the Insert Department's or IHE's Full Legal Name hereinafter referred to as the State or Principal Representative, and Insert Contractor's full Legal Name including "Inc.", "LLC" etc. having its offices at Street address, City, State and Zip Code hereinafter referred to as the Contractor.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.** This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date.

**RECITALS:**

**WHEREAS,** the Principal Representative intends to engage the services of a Contractor for the Insert Project Name as provided by the State Controller's Office hereinafter called the Project; and

**WHEREAS,** authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

**WHEREAS,** the State has **Appropriated** and the Principal Representative has been authorized to expend the total sum of Insert Dollar Value in Written Words Dollars (\$\_\_\_\_\_) for this project including all professional services, construction/improvements, project contingencies, furnishings, movable equipment, reimbursable expenses and miscellaneous expenses; and

**WITNESSETH,** that the State of Colorado and the Contractor agree as follows:

**1 ARTICLE 1 PERFORMANCE OF THE WORK**

The Contractor shall perform all of the Work required for the complete and prompt execution of everything described or shown in, or reasonably implied from the Contract Documents for the above referenced Project.

**2 ARTICLE 2 PROVISIONS OF THE CONTRACT DOCUMENTS**

The Contractor agrees to perform the Work to the highest industry standards and to the satisfaction of the State of Colorado and its contractor in strict accordance with the provisions of the Contract Documents.

**3 ARTICLE 3 TIME OF COMPLETION**

The Contractor agrees to Substantially Complete the Project within \_\_\_\_\_ calendar days from the date of the Notice to Proceed, in addition, the Contractor agrees to finally complete the Project from Substantial Completion to Final Acceptance within \_\_\_\_\_ calendar days for a total time of completion of the entire Project of \_\_\_\_\_ calendar days. The Contractor shall perform the Work with due diligence to completion.

**4 ARTICLE 4 ESSENTIAL CONDITION**

Timely completion of the Project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 7.6 for failure to satisfactorily complete the Work within the time periods in Article 3 above.

**5 ARTICLE 5 CONTRACT SUM**

The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Construction Contract SC-6.23, the sum of INSERT DOLLAR VALUE IN WORDS DOLLARS AND NO/100 (\$\_\_\_\_\_).

	Description of Work/Date	Dollar Amount
Base Contract Amount		
Alt. #01		
Alt. #02		
	Total Contract Sum	\$ -

**6 ARTICLE 6 CONTRACT DOCUMENTS**

The Contract Documents, as enumerated in Article 1.1 of The General Conditions of the Contractor’s Design/Bid/Build (D/B/B) Agreement (SC-6.23), (the “General Conditions”). The Contract Documents, including the General Conditions, are all essential parts of this Agreement and are fully incorporated herein.

**7 ARTICLE 7 OPTIONAL PROVISIONS AND ELECTIONS**

The provisions of this Article 7 alter or enlarge upon the following Articles (the General Conditions of the Contractor’s Design/Bid/Build Agreement SC-6.23):

7.1 MODIFICATION OF ARTICLE 2: Execution, Correlation, Intent of Documents, Communication and Cooperation.

If the box below is marked, certification of apprenticeship utilization is required for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical and plumbing work on the project.

\_\_\_\_\_ Principal Representative initial

7.2 MODIFICATION OF ARTICLE 13: Shop Drawings, Product Data and Samples

If the box is marked, the Buy Clean Colorado Act shall be applicable to the Project. The contractor is responsible for submitting Environmental Product Declaration (EPD) information for all eligible materials to be used on the project.

\_\_\_\_\_ Principal Representative initial

7.3 MODIFICATION 1 OF ARTICLE 27: Labor and Wages

If the box is marked, the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

\_\_\_\_\_ Principal Representative initial

7.4 MODIFICATION 2 OF ARTICLE 27: Labor and Wages

If the box is marked, the State prevailing wage statute shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

\_\_\_\_\_ Principal Representative initial

7.5 MODIFICATION OF ARTICLE 39: Non-Binding Dispute Resolution – Facilitated Negotiations

If the box is marked, and initialed by the State as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, shall be deleted in its entirety and all references to the right to the same where ever they appear in the contract shall be similarly deleted.

The box may be marked only for projects with an estimated value of less than \$500,000.

\_\_\_\_\_ Principal Representative initial

7.6 MODIFICATION OF ARTICLE 45: Guarantee Inspections After Completion

If the box below is marked the six month guarantee inspection is not required.

\_\_\_\_\_ Principal Representative initial

7.7 MODIFICATION OF ARTICLE 46: Time of Completion and Liquidated Damages

If an amount is indicated immediately below, liquidated damages shall be applicable to this Project as, and to, the extent shown below. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of The General Conditions of the Design/Bid/Build Agreement Article 46, Time of Completion And Liquidated Damages, in the amounts and as here indicated. The election of liquidated damages shall limit and control the parties right to damages as the State’s sole and exclusive remedy for delay.

7.7.1 Inability To Use The Project

For the inability to use the Project, for each day after the number of calendar days specified in the Contractor's bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal Insert dollar value in words Dollars (\$\_\_\_\_\_). shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

#### 7.7.2 Damages Related to Extended Closeout

For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor's bid for the Project and the Agreement to finally complete the Project as defined by the issuance of the Notice of Final Acceptance (after the issuance of the final Notice of Substantial Completion), the Contractor agrees that an amount equal to Insert dollar value in words Dollars (\$\_\_\_\_\_). shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

## 8 ARTICLE 8 NOTICE IDENTIFICATION

All Notices pertaining to this Agreement and the General Conditions (SC-5.23) or otherwise required to be given shall be transmitted in writing, to the individuals at the addresses listed below, and shall be deemed duly given when received by the parties at their addresses below or any subsequent persons or addresses provided to the other party in writing.

### NOTICE TO PRINCIPAL REPRESENTATIVE:

Insert Name of Individual acting on the PR behalf  
Insert Street Address  
City, State Zip Code  
Insert email address

### With copies to State Buildings Program (or Delegate)

Insert Name of Individual acting on OSA/SBP behalf  
Insert Street Address  
City, State Zip Code  
Insert email address

### NOTICE TO CONTRACTOR:

Insert Name of Individual acting on the contractor behalf  
Insert Street Address  
City, State Zip Code  
Insert email address

With copies to:

File



**STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

**EXHIBIT A: CONTRACTORS BID**

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**CONTRACTOR'S BID** (Form SBP-6.13)

Bid Alternates (Form SBP-6.131)

Bid Bond (Form SBP-6.14)

Labor Burden Calculation (Form SBP-6.18)

**STATE OF COLORADO  
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**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

**EXHIBIT B: PERFORMANCE BOND**

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**PERFORMANCE BOND (Form SC-6.22)**

**STATE OF COLORADO  
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STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

**EXHIBIT C: LABOR AND MATERIAL PAYMENT BOND**

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**LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)**

**STATE OF COLORADO  
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STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

**EXHIBIT D: INSURANCE CERTIFICATE(S)**

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**INSURANCE CERTIFICATE(S)** (attached)

**STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

**EXHIBIT E: BUILDING CODE COMPLIANCE POLICY**

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**BUILDING CODE COMPLIANCE POLICY: COORDINATION OF APPROVED BUILDING CODES, PLAN REVIEWS  
AND BUILDING INSPECTIONS**

Refer to the State Architect Office's Building Codes Webpage for:

*Building Code Compliance Policy* (Rev.       ); and

*Approved State Building Codes* (Rev.       ); which is Exhibit A to the *Building Code Compliance Policy*.

The State Architect Office's Building Codes Webpage is available at:

<https://osa.colorado.gov/state-buildings/building-codes>

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**EXHIBIT F: STATE SALES AND USE TAX FORM**

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**STATE SALES AND USE TAX FORM**

**STATE OF COLORADO  
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STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

**EXHIBIT G: APPLICABLE PREVAILING WAGE DETERMINATIONS AND APPRENTICESHIP  
CONTRIBUTION RATES**

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**APPLICABLE PREVAILING WAGE DETERMINATIONS AND APPRENTICESHIP CONTRIBUTION RATES**

**STATE OF COLORADO  
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STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

**EXHIBIT H: APPRENTICESHIP UTILIZATION CERTIFICATIONS**

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**APPRENTICESHIP UTILIZATION CERTIFICATIONS**



STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM

CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT

EXHIBIT I: UNIVERSITY INSURANCE REQUIREMENT - A

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**INSURANCE REQUIREMENTS (A)**

This insert applies to the following State Contracts:

**General Conditions of the Construction Contract Design/Bid/Build (SC-6.23), or  
Contractors Agreement Design/Bid/Build (SC-6.21), or  
Standing Order Contractor, or  
Construction Manager/General Contractor CM/GC (SC-6.4), or  
Design/Build Entity (SC-8.0).  
Design/Build Guaranteed Max SC 9.0**

For purposes of this supplement "Contractor" as used herein shall mean, as appropriate to the State Contract form being used, Contractor, Standing Order Contractor, Construction Manager/General Contractor, or Design/Build Entity.

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under the Contract are satisfied, the insurance coverages set forth below.

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or subcontractors under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract. The Principal Representative in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**COVERAGES AND LIMITS OF INSURANCE** - - Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – ISO CG 0001 or equivalent. Coverage to include:**
  - Premises and Operations

- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
- **The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: “The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.**
- Commercial General Liability Completed Operations policies must be kept in effect for up to three (3) years after completion of the project. For buildings with a construction cost greater than \$99 million, the Commercial General Liability Completed Operations policies must be kept in effect for up to eight (8) years after the completion of the project.
- **An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.**

Liability Limits	General Aggregate	Products/Completed Operation Aggregate	Each Occurrence	Personal/Advertising Injury
Primary General Liability	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000
Umbrella or Excess Liability*	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

**\*Umbrella or Excess Liability does not apply to projects totaling \$500, 000 or under.**

**The following exclusionary endorsements are prohibited in the CGL policy:**

1. Damage to work performed by subcontract/vendor (CG 22-94 or similar);
2. Contractual liability coverage exclusion modifying or deleting the definition of an “insured contract”;
3. If applicable to the work to be performed: Residential or multi-family;
4. If applicable to the work to be performed: Exterior insulation finish systems;
5. If applicable to the work to be performed: Subsidence or earth movement.

## 2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this contract

**Minimum Limits:**

Bodily Injury/Property Damage (Each Accident) \$ 1,000,000

3. **Workers Compensation**

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)
  - a. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
  - b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers' Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**Minimum Limits:**

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	
Each accident	\$ 100,000
Disease each employee	\$ 100,000
Disease policy limit	\$ 500,000

4. **Contractors Pollution Liability**

- If Contractor is providing directly or indirectly working with pollution/environmental hazards, Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage.
- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). Policy shall cover the Contractor's completed operations.
- If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.
- **The policy shall be endorsed to include the following as Additional Insureds: The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Construction Manager, including completed operations.**
- Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
- **Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.**

**Minimum Limits:**

Per Loss \$ 1,000,000

Aggregate

\$ 1,000,000

5. **Professional Liability (Errors and Omissions)**

***(This Professional Liability requirement applies only to Design/Build Entity, SC-8.0.)***

- The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

Amendment of any Contractual Liability Exclusion to state: “This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts.”

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

Wrongful Act	\$2,000,000
General Aggregate	\$2,000,000

6. **Builder’s Risk/ Installation Floater**

Unless otherwise provided or instructed by the Principal Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder’s Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without optional deductibles. This coverage is required for new buildings or additions to existing buildings and for materials and equipment to be installed in existing structures.

- Covered Cause of Loss: Special Form
  - Include Theft and Vandalism
  - Labor costs to repair damaged work
  - Shall be written for 100% of the completed value (replacement cost basis)
  - Deductible maximum is \$50,000.00
  - Waiver of Subrogation is to apply
  - The Regents of the University of Colorado, a body corporate, shall be added as **Additional Named Insured on Builders Risk.**
1. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction

- installation site, or awaiting installation, whether on or off site.
2. The Policy shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Principal Representative has insurable interest in the property to be covered, whichever is later.
  3. The Builder's Risk insurance shall include interests of the Principal Representative, and if applicable, affiliated or associated entities, the General Contractor, subcontractors and sub-tier contractors in the project.
  4. Builders' Risk Coverage shall be on a **Special** Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable). Other coverages may be required if provided in contract documents.
  5. The Builders' Risk shall be written for 100% of the completed value (replacement cost basis) of the work being performed. The Builders' Risk shall include the following provisions:
    - a. Replacement Cost Basis - including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss
    - b. Modify or delete exclusion pertaining to damage to interior of building caused by an perils insured against are covered; also provide coverage for water damage

***Note, if the addition, or renovation is to an existing building, The Principal Representative requires that the Contractor provide as an option to include the existing building into the Builders' Risk Policy. The Principal Representative shall provide the replacement cost value of the existing building***
  6. At the option of the Principal Representative, the Principal Representative may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder's risk policy. The Principal Representative agrees to provide the necessary exposure base information for quotation by the Builder's Risk carrier. The Principal Representative agrees to pay the premium associated with the Soft Costs coverage, the Principal Representative decides to purchase this coverage.
  7. The Builders' Risk Policy shall specifically permit occupancy of the building during construction. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Principal Representative and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders' Risk Policy. The Builders' Risk Policy shall remain in force until acceptance of the project by the Principal Representative.
  8. The deductible shall not exceed \$50,000 and shall be the responsibility of the Contractor except for losses such as flood (not water damage), earthquake, windstorm, tsunami, volcano, etc. Losses in excess of \$50,000 insured shall be adjusted in conjunction with the Principal Representative. Any insurance payments/proceeds shall be made payable to the Principal Representative subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their

sub-subcontractors in similar manner.

The Principal Representative shall have the authority to adjust and settle any losses in excess of \$50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Principal Representative exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

9. The Contractor is responsible for providing 45 days' notice of cancellation to the Principal Representative. . The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Contractor does not intend to purchase such Builder's Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Principal Representative as stated in writing prior to commencement of the work. The Principal Representative may then affect insurance that will protect the interests of the Principal Representative, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the Principal Representative. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed \$50,000 per occurrence for most projects.

All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

If the Principal Representative is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Principal Representative , then the Contractor shall bear all reasonable costs properly attributable thereto.

#### **ADDITIONAL INSURANCE REQUIREMENTS**

1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A-VI.
3. On insurance policies where the Principal Representative are named as additional insureds, the Principal Representative shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
4. Contractor shall furnish the Principal Representative with certificates of insurance (ACORD form or equivalent approved by the Principal Representative) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Principal Representative before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

5. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.

6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available resources.
7. The Contractor shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.
8. Provide a minimum of thirty (30) days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the Contract (45 days for builders' risk coverage..
9. Certificate Holder: The Regents of the University of Colorado, University Risk Management, 1800 Grant Street, Suite 700, Denver, CO 80203.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

#### **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

#### **Non-Waiver**

The parties hereto understand and agree that The Principal Representative is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, et seq., as from time to time amended, or otherwise available to the Principal Representative or its officers, employees, agents, and volunteers.

#### **Mutual Cooperation**

The Principal Representative and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

**Revised 8-30-11**

**STATE OF COLORADO  
OFFICE OF THE STATE ARCHITECT  
STATE BUILDINGS PROGRAM**

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT  
(STATE FORM SC-6.21)**

**EXHIBIT J: SUPPLEMENTARY GENERAL CONDITIONS**

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**Concerning SC6.21 & SC6.23 anywhere 'architect/ engineer' is referenced per SC6.23 Article 1.2  
replace with owner as defined in SC6.23 Article 1.2.**